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CHERYL BARTLETT, RN
COMMISSIONER

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
Board of Registration of Physician Assistants
239 Causeway Street, Suite 500, Boston, MA 02114

Tel: 617-973-0806
Fax: 617-973-0980
www.mass.gov/dph/boards/pa

VIA U.S. FIRST CLASS MAIL AND CERTIFIED MAIL # 7014 0510 0001 0375 3784
RETURN RECEIPT REQUESTED

November 24, 2014

Nicole Delmonico
redacted

Re: Board of Registration of Physician Assistants
Docket No. PA-2010-003
License No. PA1933

Dear Ms. Delmonico:

This letter acknowledges receipt by the Board of Registration of Physician Assistants (Board) of two signed original copies of the Post-Surrender Consent Agreement for Probation (Probation Agreement) between you and the Board in resolution of the above-referenced complaint. The Board has now signed both original copies of the Probation Agreement, one of which is enclosed for your records. In addition, your license is now active with a Probationary status.

Please note carefully that the effective date of the Probation Agreement is November 21, 2014, as is stated on the signature page of the agreement. As of the effective date your license is on probation and you must comply with all of the requirements of the Probation Agreement. It is your responsibility to ensure that the Board receives all required documentation and information by the due dates specified in the Probation Agreement. The Probation Agreement will remain in effect until you fulfill all of its conditions and the Board gives you written confirmation that your license probation has ended.

In addition, Scott Sherman with the Division of Health Professions Licensure is responsible for monitoring compliance with your agreement. All correspondence and documentation in connection with your Probation Agreement should be directed to him at the Board's office listed above. You may also contact him at (617) 973-0828 with any questions regarding this matter.

Sincerely,

Mary A. Phillips

Mary Phillips
Executive Director
Board of Registration of Physician Assistants

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF
PHYSICIAN ASSISTANTS

RECEIVED BY
OCT 22 2014
MULTI-BOARD

In the Matter of)
Nicole A. Delmonico)
License No. PA1933)
_____)

Docket No. PA-2010-003

POST-SURRENDER CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration of Physician Assistants ("Board") and Nicole A. Delmonico, a Physician Assistant ("PA") formerly licensed by the Board, hereby stipulate and agree that the following information shall be entered into, and become a permanent part of, the Respondent's records maintained by the Board. For purposes of this Consent Agreement for Probation, the word "license" shall refer to both a current license and to any right to renew an expired license; the word "Respondent" shall refer to Ms. Delmonico.


1. The Respondent acknowledges that the Board issued to her a license to practice as a Physician Assistant ("PA") in Massachusetts, License No. PA1933, on or about April 25, 2005. The Respondent further acknowledges that she is also licensed as a Physician Assistant in the states of Florida, License No. PA9102975, issued on or about September 24, 2004 (expired 1/31/06); Washington, License No. PA10005334, issued on or about December 7, 2007 (expired 6/8/10); and Rhode Island, License No. PA00566, issued on or about November 3, 2010 (expired 6/30/11).
2. The Respondent acknowledges that effective November 19, 2010, she entered into a Voluntary Surrender Agreement with the Board, thereby surrendering her Massachusetts Physician Assistant license, in resolution of a complaint contained in Docket No. PA-2010-003 ("the Complaint"). The Respondent acknowledges all facts recited in the November 19, 2010 Voluntary Surrender Agreement.
3. The Board and the Respondent acknowledge that the Respondent currently participates in the Massachusetts Professional Recovery System ("MPRS"), that she is currently in compliance with the requirements of that program and that, provided she remains in full compliance for the duration, she is expected to successfully complete that program on or about May 3, 2016.
4. The Respondent agrees that her PA license shall be placed on **PROBATION**, for an indefinite period, commencing with the Effective Date of this Agreement and ending when the Respondent can demonstrate that she has successfully completed the MPRS program.

5. The Respondent agrees to comply with the following requirements during the probationary period:
- a. Comply with all laws and regulations governing practice as a Physician Assistant in the Commonwealth of Massachusetts
 - b. Timely renew her Massachusetts PA license;
 - c. Notify the Board in writing of any change in her mailing address, within ten (10) days of such change;
 - d. Comply with all continuing education requirements;
 - e. Comply with MPRS program requirements and recommendations of the MPRS monitor;
 - f. Refrain from prescribing or dispensing all Massachusetts controlled substances until such time as the Board modifies this restriction.
 - 1) The Respondent agrees that this restriction shall remain in place during the first six months of the probationary period and that she may petition the Board for modification of this restriction any time after the first six months have passed.
 - 2) The Respondent agrees that the Board may further extend the period of this restriction or eliminate this restriction based on its evaluation of her practice and circumstances at the time of any such petition.
 - g. Notify the Board of her employment status with respect to any position that requires a PA license. The Respondent agrees to submit a written statement describing
 - 1) her existing employment status to be submitted within ten (10) days of the Effective Date of this Agreement;
 - 2) new employment obtained to be submitted within ten (10) days of obtaining such employment and the statement shall include the date of hire, the name and address of the employer and the name and license number of all supervising physicians;
 - 3) termination of employment to be submitted within ten (10) days of such termination and the statement shall include the date of termination, the name and address of the employer, the name and license number of all supervising physicians and the reason for the termination.
 - h. Arrange for all employers and supervising physicians identified in statements as required by paragraph 5(f) to submit, directly to the Board, a letter stating that they have reviewed this Agreement and that they are aware of the conditions on her license.
 - i. Submit a report to the Board every six months that documents her current place(s) of employment, a copy of her current prescription guidelines, and a log of all prescriptions issued during the preceding months that includes (1) the patient's name, (2) the date of the prescription, (3) the name of the drug, (4) the dose, (5) the quantity, (6) the corresponding diagnosis, (7) the name of the supervising physician, (8) the state where she expects the prescription to be filled.
6. The Respondent agrees that if she does not comply with the requirements in Paragraph 5, or if the Board opens a Subsequent Complaint whose allegations if true would constitute a violation of Paragraph 5(a), the Board may, upon written notice to the Respondent:

- a. EXTEND the probationary period; or
 - b. MODIFY the requirements of this Agreement; or
 - c. EXTEND the probationary period AND MODIFY the requirements of this Agreement; or
 - d. IMMEDIATELY SUSPEND the Respondent's license, or right to renew such license, before adjudication of any of the allegations of noncompliance that are contested by the Respondent, and such suspension shall remain in effect until final disposition of the matter in accordance with Paragraph 7 below.
7. If the Board suspends the Respondent's license, or right to renew such license, pursuant to Paragraph 6(d), above, the suspension shall remain in effect until:
- a. the Board and the Respondent sign a subsequent consent agreement in resolution of the Respondent's noncompliance, and any such agreement shall supersede this Agreement; or
 - b. the Board issues a final decision and order following adjudication of the allegations of noncompliance and such final decision and order shall supersede this Agreement.
8. The Respondent understands and agrees that if her license is suspended by the Board in accordance with Paragraph 8, above, she shall immediately return her license to the Board, by hand or certified mail, whether such license is current or expired. Upon said suspension, the Respondent agrees that she shall not in any way represent herself as a licensed Physician Assistant in Massachusetts until such time as the Board terminates the suspension of her license or right to renew such license. Any evidence that the Respondent has represented herself as a Physician Assistant in Massachusetts after the Board has notified the Respondent of her license suspension shall be grounds for further disciplinary action by the Board and the Board's referral of the matter to the appropriate law enforcement authorities for prosecution, as set forth in M.G.L. c. 112, § 65.
9. The Respondent agrees to submit a written request to the Board for restoration to unrestricted license status within thirty (30) days of her successful completion of the MPRS program. This request shall be accompanied by documentation from the MPRS monitor corroborating her successful completion and recommending restoration of her license to unrestricted status. This request shall also be accompanied by documentation from all jurisdictions where the Respondent is licensed or has been licensed to practice as a Physician Assistant that she is in good standing or that her right to renew her license is unrestricted. The Board shall restore the Respondent's license to unrestricted status if it determines that the Respondent has been compliant with each requirement of this Agreement and that restoration is the best interests of the public health, safety, or welfare.
10. The effective date of this Consent Agreement ("Effective Date") is the date on which the Board signs this Agreement after receiving two copies of the Agreement signed and dated by the Licensee.

11. The Licensee understands that she has the right to consult with legal counsel in connection with her decision to enter into this Agreement and acknowledges that, if she has not used legal counsel, that the decision not to do so has been one taken of her own free will.
12. The Licensee understands that the probation of her Physician Assistant license as agreed under the terms of this Agreement is a final act and is not subject to reconsideration or judicial review.
13. The Licensee understands that, after its Effective Date, this Agreement constitutes a "public record" within the meaning of M.G.L c. 4, § 7 subject to public disclosure and that the Board may forward a copy of this Agreement to other licensing boards and/or law enforcement entities, and to any other individual or entity as required by law.
14. The Licensee certifies that she has read this document entitled "Post-Surrender Probation Agreement." The Licensee understands that, by executing this Agreement, she is agreeing to the terms and conditions pursuant to which the Board shall reinstate her physician assistant license and place her license on probationary status on the terms and conditions set forth herein.

BY THE LICENSEE:



Nicole A. Delmonico

10/17/2014

Date




Witness (Signature)

Melissa Beliveau 10/17/14

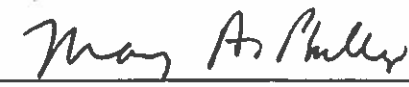
Witness (Print Name and Date)

FOR BOARD USE:

An original copy of this fully executed Consent Agreement for Probation was sent to

Licenses Licensee's attorney on 11/24/14 by Certified Mail No. 7014 0510 00010375-3784
by 

BY THE BOARD:



Mary Phillips, Executive Director

11/21/14

Effective Date

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF
PHYSICIAN ASSISTANTS

In the Matter of)
NICOLE ANN DELMONICO)
License No. PA1933)
(License Expiration Date 3/1/11))

Docket No. PA-2010-003

VOLUNTARY SURRENDER AGREEMENT

The Board of Registration of Physician Assistants ("Board") and Nicole Ann Delmonico ("the Licensee"), a Physician Assistant licensed by the Board (License No. PA1933), do hereby stipulate and agree that the information contained in this Voluntary Surrender Agreement ("Agreement") shall be entered into and become a permanent part of the file of the Licensee that is maintained by the Board. For the purposes of this Agreement, the word "license" shall refer both to the Licensee's current license to practice as a Physician Assistant in Massachusetts and to any right to renew such license.

1. The Licensee acknowledges that the Board issued to her a license to practice as a Physician Assistant ("PA") in Massachusetts, License No. PA1933, on or about April 25, 2005. The Licensee further acknowledges that she is also licensed as a Physician Assistant in the states of Florida, License No. PA9102975, issued on or about September 24, 2004 (expired 1/31/06); Washington, License No. PA10005334, issued on or about December 7, 2007 (expired 6/8/10); and Rhode Island, License No. PA00566, issued on or about November 3, 2010 (expiration date 6/30/11).
2. The Licensee hereby states that she voluntarily enters into this Agreement with the Board to voluntarily surrender her Massachusetts Physician Assistant license to the Board in resolution of a complaint contained in Docket No. PA-2010-003 ("the Complaint"). The Complaint alleges, and the Licensee acknowledges, the following:
 - (a) The Licensee was employed as a Physician Assistant in Massachusetts at the Cape Cod and Islands Community Mental Health Center ("Cape Cod and Islands MHC") in Pocasset, Massachusetts, a Department of Mental Health facility.
 - (b) Beginning on or about, and possibly prior to, January 2009, the Licensee, using prescription pads taken without authorization from her employer, wrote prescriptions for controlled substances, including Class II controlled substances such as oxycodone, outside her professional practice.
 - (c) On or about October 5, 2010, the Licensee left her employment at Cape Cod and Islands MHC. The Licensee continued to write prescriptions for controlled

Nicole Ann Delmonico
Voluntary Surrender Agreement
Docket No. PA-2010-003
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substances, including Class II controlled substances such as oxycodone, using her former employer's prescription pads until at least October 21, 2010. The Board has no record of the Licensee's obtaining a new Supervising Physician following her leaving employment at Cape Cod and Islands MHC.

- (d) By letter dated November 1, 2010, the Licensee informed the Drug Control Program of the Massachusetts Department of Public Health that she was no longer practicing in Massachusetts and requested that her "medical license, AP1933, and Massachusetts Controlled Substances License be updated to reflect this change in order to be in compliance with all rules and regulations governing physician assistants." On or about November 3, 2010, the Licensee was issued a license to practice as a Physician Assistant in the state of Rhode Island, License No. PA00566. In connection with her federal controlled substance registration issued by the Drug Enforcement Administration, the Licensee has identified her current "registrant address" as Warren Family Practice Associates, Inc., 851 Main Street, Warren, RI 02885.
 - (e) In the course of her practice as a Physician Assistant at the Cape Cod and Islands MHC, the Licensee engaged in behaviors that resulted in her being disciplined by her employer, which discipline included her suspension from employment.
3. The Licensee acknowledges that her conduct, as documented in the Complaint and Paragraph 2, above, warrants disciplinary action by the Board under:
- (a) 263 Code of Massachusetts Regulations ("CMR") 6.02(b) for violating any provision of the laws of the Commonwealth relating to the authorized practice of Physician Assistants or any rule or regulation adopted thereunder (to wit, Massachusetts General Laws ("M.G.L.") Chapter 94C, the Massachusetts Controlled Substances Law, and regulations promulgated thereunder).
 - (b) 263 CMR 6.02(c) and M.G.L. c. 112, § 61, for engaging in deceit and gross misconduct in the practice of her profession as a Physician Assistant.
 - (c) 263 CMR 6.02(d) for engaging in practice which is fraudulent or beyond the authorized scope of practice for a Physician Assistant.
 - (d) 263 CMR 6.06(j) for violating any provision of M.G.L. c. 112, §§ 9C through 9K (to wit, M.G.L. c. 112, § 9H) or any rule or regulation of the Board (to wit, Board regulations cited in Paragraphs 4(a) through (c), above).
4. The Licensee understands that this Agreement shall be incorporated into the records for the Licensee maintained by the Board. The Licensee further understands that this Agreement constitutes a "public record" within the meaning of M.G.L. c. 4, § 7 subject to public disclosure and that the Board may forward a copy of this Consent Agreement to other licensing boards or law enforcement entities, or both, as well as to any other individual or entity as required by law.

5. The Licensee understands that this Voluntary Surrender Agreement constitutes disciplinary action by the Board.
6. The Licensee agrees to return to the Board at its office at 239 Causeway Street, Boston, Massachusetts 02114, either by hand or by overnight mail, two (2) duplicate originals of this Voluntary Surrender Agreement signed by the Licensee, witnessed, and dated no later than five (5) days following receipt of this Agreement.
7. In connection with the Complaint, the Licensee agrees to immediately surrender her controlled substances registration issued by the United States Drug Enforcement Administration ("DEA") to the DEA and her controlled substances registration issued by the Massachusetts Department of Public Health, Drug Control Program ("DCP"), to the DCP.
8. The Board agrees that in return for the Licensee's surrender of her Physician Assistant license in connection with the facts set forth in Paragraph 2, above, *and her execution of this Agreement and its return to the Board within five (5) days of its receipt*, the Board shall not prosecute before itself the allegations contained in the Complaint.
9. The Licensee agrees to return her license to practice as a Physician Assistant in Massachusetts to the Board at the time she returns to the Board two (2) signed and dated original copies of this Voluntary Surrender Agreement.
10. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license shall include, but not be limited to, the Licensee's evaluation by the Massachusetts Professional Recovery System ("MPRS"), full participation in the MPRS, successful completion of the MPRS, as well as meeting any and all Board requirements for license reinstatement in effect at the time of any written request from the Licensee to the Board for license reinstatement.
11. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license may include, but not be limited to, a comprehensive mental health evaluation of the Licensee conducted by a Massachusetts licensed clinical psychologist (PhD or PsyD or EdD) or a Massachusetts licensed, board certified psychiatrist, which clinically-based assessment shall address areas to be identified by the Board.
12. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license shall include, but not be limited to, the Licensee's providing documentation satisfactory to the Board that any and all criminal cases brought against her have been closed before the Board will consider any written request from the Licensee for license reinstatement.
13. The Licensee further understands and agrees that any future license reinstatement by the Board may be conditioned on her entering into a consent agreement with the Board for a period of license probation, the duration and terms of which to be determined by the Board at the time of any license reinstatement.

14. The Licensee understands and agrees that the surrender of her Physician Assistant license as agreed under the terms of this Voluntary Surrender Agreement is a final act depriving her of all privileges of licensure as a Physician Assistant and is not subject to reconsideration or judicial review.
15. The Licensee understands and agrees that after the Effective Date of this Voluntary Surrender Agreement she will not longer be authorized to practice as a Physician Assistant in Massachusetts. The Licensee further understands that any practice as a Physician Assistant after the Effective Date of this Agreement may be referred to law enforcement for appropriate action, shall constitute additional grounds for complaint against her Physician Assistant license, and shall be considered by the Board in connection with any future request for license reinstatement by the Licensee.
16. The Licensee states that she has used legal counsel in connection with her decision to enter into this Voluntary Surrender Agreement or, if she did not, that she had an opportunity to do so and that her decision to enter into this Agreement was made of her own free will.
17. The Licensee certifies that she has read this document entitled "Voluntary Surrender Agreement." The Licensee understands that, by executing this Agreement, she is waiving her right to a formal hearing at which she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in M.G.L. c. 30A, the Massachusetts Administrative Procedure Act, and 801 CMR 1.01 *et seq.*, the Standard Adjudicatory Rules of Practice and Procedure. The Licensee states that she further understands that in executing this document entitled "Voluntary Surrender Agreement" she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above listed rights.



Nicole Ann Delmonico



Sally Graham, Executive Director

11/19/10

Date

11/19/10

Date (Effective Date)

 11/19/10

Witness Signature and Date

Samuel J. Potts

Witness Print Name

An original copy of this Voluntary Surrender Agreement signed by the Board was sent to the

Licensee on _____ by Certified Mail No. _____ by _____.